



BSES Yamuna Power Limited
Regd. Office: Shakti Kiran Building
Karkardooma, Delhi-110 032

TENDER DOCUMENT FOR PROVIDING OF CANTEEN SERVICE

TENDER NO: CMC/BY/18-19/RB/SS/028

**GENERAL INSTRUCTIONS,
SCOPE OF WORK
AND
COMMERCIAL TERMS & CONDITIONS**

ISSUING OFFICE

**CONTRACT & MATERIAL DEPTT
BSES YAMUNA POWER LTD.
Shakti Kiran Building, Karkardooma
NEW DELHI – 110032
TEL:- 39999419**

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REQUEST FOR QUOTATION

1.1 GENERAL

BSES YAMUNA Power Limited invites sealed tenders in 2 envelopes for “Providing Canteen Service at Karkardooma Offices of BSES Yamuna Power Ltd.”. The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscribed as-

“BID FOR PROVIDING OF CANTEEN SERVICES”

“NIT NO: CMC/BY/18-19/RB/SS/028”.

1.01 BYPL invites sealed tenders from eligible Bidders for the above-mentioned Contract (clause 1.1).

Estimated cost of Contract	:	Rs 70,00,000/-
Cost of Tender form (Non- Refundable)	:	Rs.1180/-
EMD Cost	:	Rs 1.40,000/-
Period of the Contract	:	One Year
Prebid Meeting	:	18 th July 2018, 15:00HRS
Date & time of Submission of Tender	:	30th July 2018, 14.30HRS
Date & time of opening of Tender (Opening of technical bid)	:	30th July 2018,15:30HRS

The tender document can be obtained from address given below against submission of non-refundable demand draft of Rs.1180/- drawn in favor of BSES YAMUNA Power Ltd, payable at Delhi:

**Head of Department
Contracts & Material Dept.
BSES YAMUNA Power Limited
3rd Floor, 'A' Block
Shakti Kiran Building, Karkardooma
Delhi-110032**

The tender papers will be issued on all Contracting days up to 23.07.2018. The tender documents & detail terms and conditions can also be downloaded from the website www.bsesdelhi.com. In case tender papers are downloaded from the above website, then the bidder has to enclose a separate demand draft covering the cost of tender documents.

1.2 POINTS TO BE NOTED

- 1.2.1 Contracts envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3 should submit the tender documents.
- 1.2.3 Tender document consists of the following:
- Request for quotation/ Notice Inviting Tender
 - Instructions to Tenderers
 - Commercial Terms & conditions

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- d. Scope of Contract & specifications
 - e. Price Format
- 1.2.4 The Contract shall be governed by the documents listed in para 1.2.3 above.
- 1.2.5 BSES YAMUNA Power Ltd reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:
- (i) Earnest Money Deposit (EMD) of value INR 1,40,000/- is not deposited in shape of Bank Draft/Pay Order/BG drawn in favour of BSES YAMUNA Power Ltd, payable at Delhi.
 - (ii) The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
 - (iii) Complete Technical details are not enclosed.
 - (iv) Tender will be received after due date and time.

1.2.6 Pre-Bid Meeting:

Pre-bid meeting shall be conducted by BYPL at the time specified in this tender document at Head Office of BYPL. All the queries related to this tender must reach to C&M BYPL at least one day before the date of pre- bid. All the queries shall be replied in the prebid any in case any change is required in the tender document the same shall be effected in the form of corrigendum to this tender. Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE

1.3 Qualification Criteria:-

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

- i.) Executed work of LIKE NATURE UNDER SINGLE CONTRACT having extensive experience (not less than 03 years) of carrying out respective similar types of works.
- ii.) Single contract order during last 3 FY (2015-16 , 16-17 & 17-18) not less than Rs. 30 lacs.
- iii.) Average turnover for the last 3 FY (2015-16 , 16-17 & 17-18) should not be less than 60 lacs. (3 years turn over should be Rs. 1.8 Cr.)
- iv.) Bidder must have executed the Contracts of like nature under single contract and having extensive experience of carrying out similar type of Contracts. Bidder must not have negative feedback for the service provided by them.
- v.) Bidder should have valid Registration No. of GST.
- vi.) Bidder should have valid PAN No & all statutory compliances i.e., PF, ESI registration which requires for providing such services.
- vii.) Agency shall have minimum experience of 3 years in Canteen Service.
- viii.) Agency shall have experience of handling Canteen service for reputed brands/corporate.
- ix.) The agency shall have office in Delhi/ NCR
- x.) Entities that have Negative Feedback or been debarred/ blacklisted in BSES / other utilities in India will not be considered. In this regard an undertaking (self certificate) has to be provided that the bidder has not been blacklisted/debarred by any central/state government or any other institution including electricity

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boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government or any other agency on account of executing any order

xi.) Company reserves the right to carry out capability assessment of the Bidders and company's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- ✓ Balance sheet copies for the last 3 years
- ✓ Details of constitution of the company (Proprietary/ Limited. Along with details)
- ✓ Memorandum & Articles of Association of the Company
- ✓ Organization Chart of the company
- ✓ Experience details with credentials
- ✓ Turnover certificate issued by C.A for the last three Financial Years.
- ✓ No of Employees detail
- ✓ Premises Detail and addresses across India.
- ✓ Power of attorney/Authorization letter with clear title authorizing the person to represent the company in all the matters related to the tender

1.4 Bidding and Award Process :-

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. BYPL shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

1.4.1 BID SUBMISSION:

The bidders are required to submit the bid in 2(two) parts and submit in original to the following address

**Head of Department
Contracts & Material Dept.
BSES YAMUNA Power Limited
3rd Floor, 'A' Block
Shakti Kiran Building, Karkardooma
Delhi-110032**

PART A : TECHNICAL BID comprising of following:

- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Payment terms, BG etc

PART B: FINANCIAL BID comprising of

- Prices strictly in the Format enclosed in Section - III

This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID and these sealed envelopes should again be placed in another sealed envelope which should be super scribed with —“Tender Notice No.& Due date of opening“. The same shall be submitted before the due date & time specified.

Part – A :: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date as mentioned in clause 1.01. After technical evaluation, the list of qualified tenderes will be posted immediately on BSES website.

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PART B :: This envelope will be opened after technical evaluation and only of the qualified bidders and the date of opening of the same shall be intimated in due course of time.

Notwithstanding anything stated above, the Company reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the Company. In this regard the decision of the Company is final.

1.4.2 Award Decision

a) Company intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Company on the cost competitiveness across multiple lots, quality, performance feedback, delivery and bidder's capacity, in addition to other factors that Company may deem relevant.

b) The Company reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.

c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and BYPL reserves the right to award other contractors who are found fit.

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the market place.
- Breach of the terms of the published in Request for Quotation/NIT.

1.4.4 Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from BYPL. This includes all bidding information submitted.

All RFQ documents remain the property of BYPL and all bidders are required to return these documents to BYPL upon request.

Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

If the vendor/agency is shortlisted for the work, it should provide a non disclosure agreement in Rs 100/- stamp paper in the non disclosure agreement format attached in section VII in the tender

1.5 Contact Information

Technical clarification, if any, as regards this RFQ shall be sought in writing and sent by post/courier to following address

	Technical	Commercial
Contact Person	Head (ADMIN)	Head (C&M)
Address	BSES YAMUNA Power Ltd Admin Dept. 1 st Floor , A-Block, Shaktikiran Building, Karkardooma Delhi 32	BSES YAMUNA Power Ltd C&M Dept. 3rd Floor , A-Block, Shaktikiran Building, Karkardooma Delhi 32

1.6 BID FORM

The Bidder shall submit "Original" Bid Form and the appropriate Price Section and technical specifications enclosed with the Bidding Documents.

1.7 EMD

Pursuant to Clause 1.2.5(i) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the Company against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Demand Draft/Pay Order/BG valid for 90 days drawn in favor of BSES Yamuna Power Ltd, payable at Delhi.

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form
or
- (b) In the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Work Order, or
 - (ii) Furnish the required performance security BG.

Definitions / Interpretation

A. Definitions

“Canteen” means the premises provided by BSES Yamuna Power Limited to Agency at the Establishment to be used as kitchen, store-room(s), and dining-room(s), Guest Rooms and for other related purposes for providing Services.

‘Officer-In-Charge’ means the HOD of Administration Deptt of BYPL

“Establishment” means **BSES Yamuna Power Limited Office** as listed in the **Section-I** being the location at which the Agency shall provide Services.

“Services” means and includes the services to be performed by Agency under this Agreement in accordance with services listed in **Section-II**, and such other services as may be instructed by BSES Yamuna Power Limited from time to time.

B. INTERPRETATION

- (a) The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement; and
- (b) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.
- (c) References to the word “include” or “including” shall be construed without limitation;
- (d) The Appendices annexed to this Agreement form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of the Agreement;
- (e) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (f) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Contract;

Agency Obligations

- 1.1 Agency shall establish and operate Canteens / Cafeterias including all relevant, necessary and related practices for providing Services at the Establishment.
- 1.2 Agency shall at all times provide the Services always in accordance and in full compliance with
 - i.) the Scope set out in **Section II**;
 - ii.) the terms and conditions of this Tender Document.
 - iii.) all directions given by BSES Yamuna Power Limited in relation to the Services from time to time; and
 - iv.) all applicable laws, rules, regulations, notifications.
- 1.3 Agency shall provide Services always in accordance with clause 1.2 above, and in accordance with this Agreement, for all employees, officers, staff and other authorized personnel of BSES Yamuna Power Limited, who are desirous of availing of such Services.
- 1.4 The Services shall be provided from Monday to Saturday and on Sunday/Public holidays as per orders of Administration, at the following times:

Canteen

Brakfast	- 09.00 a.m. to 11:30 a.m
Lunch	- 12.30 p.m. to 02.30 p.m.
Snacks (Evening)	- 04.00 p.m. to 07.00 p.m.
Tea / Coffee	1 st schedule – 9.00 a.m. to 11.30 a.m. 2 nd schedule – 3.30 p.m. to 07.00 p.m. Rest on demand & approved by HOD/ Admin in charge

- 1.5 Agency shall:
 - 1.5.1 Procure at its own cost all beverages and refreshments, and food and ingredients used in the preparation of meals in the Canteen.
 - 1.5.2 Provide food of high quality, grade and standards and procure raw materials for foodstuff of ISI / AGMARK quality only. In case of cooking oil the Agency shall always use fortune/sweekar/sunflower brand only or any other standard oil with prior approval of officer in charge. The contractor shall always use raw of superior quality and standards. The same will be ensured by the Officer-In-Charge. The food-snacks will be prepared in the kitchen on meal to meal basis and served hot.
 - 1.5.3 The Quality of food snacks, tea etc. to be supplied by the Agency shall be wholesome, and of good standard, for this purpose, he will purchase the approved quality of material in sufficient quantity, seasonal green vegetables and milk be procured fresh everyday in case tea / coffee is to be made with fresh milk as per orders of Administration
 - 1.5.4 Provide adequate supply of all food and beverage items throughout the Term of this Agreement.
 - 1.5.5 Ensure judicious and economical use of BSES Yamuna Power Limited's resources including, but not limited to, resources such as space, water and electricity (Agency or any of its manpower shall not use electricity for cooking purposes). Agency understands and accepts that a representative of BSES Yamuna Power Limited (Officer in Charge) shall be present to monitor, inter alia, the manner in which Agency may use BSES Yamuna Power Limited's resources. Nothing contained herein shall discharge Agency from its obligation to ensure such judicious and economical usage.

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- 1.5.6 Deploy supervisors to ensure uninterrupted Services rendered to the satisfaction of BSES Yamuna Power Limited' , Maintain up-to date, clear and legible written records for purchase and use of food items and other items used in the provision of Services and shall produce the records on demand for verification by BSES Yamuna Power Limited
- 1.5.7 Not sublet any of the Services to third parties.
- 1.5.8 Ensure proper use and maintenance of the Canteen, including, all kitchen utensils and implements, including glass crockery, cutlery and linen, required for use in the Canteen equipment, machines, furniture and fixtures (Fixtures) provided by BSES Yamuna Power Limited in good condition. Agency shall submit a daily inventory of all items provided to Agency by BSES Yamuna Power Limited including, Fixtures. The Agency shall submit such inventory to the Officer-in-Charge of BSES Yamuna Power Limited In the event that the Officer-in-Charge is of the view that the Agency or any of its manpower has misused any of the Fixtures and / or the Canteen, the Agency shall pay an appropriate penalty as decided by BSES Yamuna Power Limited in its sole discretion. In the event of breakage or impairment of any Fixture(s), even if such breakage or impairment does not result in total loss of the Fixture(s), the amount of penalty shall not be greater than the original market price of the Fixture(s) or the present market price of the Fixture, whichever is higher. The Agency shall replace at its own cost any such items if required by BSES Yamuna Power Limited
- 1.5.9 Implement the daily menu for snacks, breakfast, lunch and dinner as decided by the HOD Administration or his representative with .BSES Yamuna Power Limited's Officer in Charge. The daily menu shall be displayed one day in advance in dining hall(s) and other strategic locations as advised by Officer-in-Charge.
- 1.5.10 In addition to the daily menu provide at all times, additional choices/alternative menu's for persons wanting additional items. HOD Administration / BSES Yamuna Power Limited shall fix the prices of these items. These shall be reasonably priced and for such prices, prior approval of BSES Yamuna Power Limited will be essential.
- 1.5.11 In addition to the daily menu and the additional choice items, Agency shall provide snacks as set out in **Section-III**. The items listed in Schedule-III may be modified by BSES Yamuna Power Limited at its sole discretion, at prices determined by BSES Yamuna Power Limited Agency shall also stock items like Biscuits, soft drinks, in addition to the items specified in Schedule- III and shall serve these items at the price determined by BSES Yamuna Power Limited Prices shall be at MRP less discounts and handling charge. All prices shall be determined by BSES Yamuna Power Limited
- 1.5.12 At all times maintain high standards of hygiene and general cleanliness in the preparation, use, handling and service of food beverages utensils and tableware and ensure compliance with all statutory requirements affecting the same or the Services to be provided under this Agreement and keep the Canteen in a tidy and orderly state.
- 1.5.13 Ensure that all food items shall be protected from contamination and keep at right temperatures throughout the meals times as per the industries standard.
- 1.5.14 At its own cost employ adequate staff for the purpose of providing Services.
- 1.5.15 Ensure periodic rotation of its staff.
- 1.5.16 Ensure that its employees and staff adhere to good industry practices.
- 1.5.17 At its own cost procure medical examination of its employees and workers once in six months.
- 1.5.18 At its own cost provide such uniforms as approved by BSES Yamuna Power Limited and as set out in Section II to its entire manpower, and shall ensure that, at all times, the manpower adheres to all conditions as set out in Section II. Agency will obtain at its cost a valid Canteen License to operate the canteen from competent authority of the Govt.

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- 1.5.19 In the event of any strike/ Bandh or any such untoward incidents not claim any compensation from BSES Yamuna Power Limited for the food items that could not be sold and/or for loss of earning nor shall claim reimbursement of expenses incurred for the period.
- 1.5.20 Agency shall ensure that at the time of commencement of the contract, you shall provide the complete details with respect to all manpower as under –
- a) Two Photographs
 - b) Complete address (present address at Delhi and permanent address of native place)
 - c) Police verification report.

The report shall be submitted to Officer-in-charge/ Administration Department and on his verification/ confirmation you shall commence the service under the provision of the agreement. The above information shall also be provided on replacement of manpower by rotation or otherwise.

- 1.6 The Canteen shall be on a self-service basis. However, Agency shall arrange to serve the food at the counters and also provide staff to clean tables and the vessels, fill aqua guard water at the tables and other miscellaneous tasks as may be given by the representative of BSES Yamuna Power Limited as set out in Section II. In addition to the above, the Agency shall also be required to deploy adequate manpower to serve such officers of BSES Yamuna Power Limited as BSES Yamuna Power Limited may, at its sole discretion, direct the Agency to do in full compliance with Section –II.
- 1.7 Agency shall not use the name of BSES Yamuna Power Limited in any manner either for credit arrangement or otherwise and it is agreed that BSES Yamuna Power Limited shall not be in any way responsible to the debt or obligation of Agency or its workmen.
- 1.8 Maintain a comprehensive list setting out details of manpower providing Services at the Canteen and shall make available such list to the Officer in Charge on demand.
- 1.9 In case, if BSES Yamuna Power Limited is of the opinion, after due consultation with the Agency, that extra manpower or material is required for reasons of improving the quality and nature of Services, Agency shall arrange for the same immediately at its own cost.
- 1.10 Agency shall not seek to inflict any increase in Service Fees for any reason whatsoever.
- 1.11 Agency shall open a bank account with a Nationalized bank/ ICICI Bank/ HDFC Bank for the purposes of receiving payments under this Agreement and provide such account number and all other relevant details to BSES Yamuna Power Limited. Agency shall ensure that the bank account is such to which BSES Yamuna Power Limited if it so desires, is able to, without any hindrances whatsoever, transfer funds electronically.
- 1.12 Upon termination of this Agreement Agency shall promptly return and handover, along with the Canteen and other rooms as provided to Agency, all Fixtures and all other items that BSES Yamuna Power Limited may have provided to Agency or any of its manpower, in the same condition and order in which Agency had received them.
- 1.13 Agency shall ensure that none of its manpower stays behind in the Canteen or in any other premises of the Establishment after the hours specified by BSES Yamuna Power Limited from time to time.
- 1.14 The Agency shall submit an application in the prescribed form to the company for the issue of gate pass to its staff /contract labours. On receipt of the application and requisite fee, if any the security Officer-in-charge will issue a gate pass/ token to the contractor after verification of the details. No contract labour will be allowed to enter the respective zone without a valid gate pass.

BSES Yamuna Power Limited Obligations

- 2.1 BSES Yamuna Power Limited shall provide Agency with such information as may be necessary from time to time to identify the persons who may be served with meals in the Canteen.
- 2.2 Provide access to Agency and its manpower to enter upon and use the Canteen and the Fixtures including gas
- 2.3 Stove but excluding LPG, for the purpose of providing Services. Before commencement of the services the Agency should contact the Officer-in-charge for stock taking of canteen utensils, equipments and furniture & fixture and a list should be prepared for the same which should be signed by both the Agency & the Officer-in-charge.

GENERAL TERMS & CONDITIONS

3. Payment Terms:

- 3.1 Agency shall raise correct monthly running bills in the First week of every month for the previous month strictly in the format provided by BSES Yamuna Power Limited along with all such supporting documents that may be required by BSES Yamuna Power Limited including coupons/ slip duly verified and certified by Officer in Charge.

Payment shall be made with 30 days after submission of bills along with all supporting documents duly verified by BYPL representative

- 3.2 The bills shall be based on rates decided after tender. The rates set out would includes all the prevailing applicable taxes, including sales tax, income tax, and other incidental costs, duties and all other applicable charges imposed in India except GST. Any increase from the Effective Date in any duties, levies or taxes or costs shall be borne solely by Contractor and shall not result in any increase in the Service Fees and rates mentioned herein. Provided however, in the event of any decrease in any applicable duties, levies or taxes, the prices and rates decided herein shall stand reduced with immediate effect by an amount equivalent to the decrease in the duties, levies or taxes. Payments shall be made after deduction of taxes required by applicable laws to be deducted at source.
- 3.3 Notwithstanding the release/ payment of bills by BSES Yamuna Power Limited to Agency, the Agency shall at all times ensure the due and timely payment of wages to all its manpower, including workmen, employed by the Agency pursuant to this Agreement. Nothing contained herein shall establish any link between release / payment of the bill by BSES Yamuna Power Limited to the Agency and the payment of any salary, wages or any other dues whatsoever by the Agency to its employees, workmen and labourers.
- 3.4 Agency shall, at no point of time, claim or have the right to claim any additional fees, expenses or charges of any nature whatsoever, other than the rates decided. In the event that Agency is at any time in material breach of any provision of this Agreement, then notwithstanding any provision to the contrary contained herein, and without prejudice to any of its rights under this Agreement or under any applicable law, BSES Yamuna Power Limited shall have no obligation to make payments to Agency in respect of the Services until such material breach is cured to the satisfaction of BSES Yamuna Power Limited in accordance with the provisions of this Agreement.

4. Taxes and Duties

- 4.1 All payments made by BSES Yamuna Power Limited to Agency shall be subject to tax deducted at source. BSES Yamuna Power Limited shall provide Agency the TDS Certificates.
- 4.2 Agency shall be responsible for due payment of all taxes, levies, charges and expenses with respect to or arising out of the performance of this Agreement. The Agency shall submit to BSES Yamuna Power Limited true copies of receipts / challans of all such taxes paid within 10 days of making such payments for records of BSES Yamuna Power Limited

5. Payment of security deposit/ Performance Guarantee

Shall Submit a Performance Bank Guarantee of 5% of Contract value after award of the contract, valid for Contract period plus three months

Bank Guarantee against security deposit/ performance guarantee will be returned only after successful completion of the contract. i.e. acceptance of final measurement for full & final settlement without any claims. The whole or part of the security deposit shall be liable to be forfeited in the event of breach of the contract on the part of the contractor. If the company is required to carry out the same during the contract period or during the maintenance period, the same will be charged and recovered from the contractor's money due to him from final bill or retention money or bank guarantee against security deposit with 25% overheads on actual expenditure incurred by the company.

6. Statutory Obligations:

Agency shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workmen's Compensation Act, 1923, as amended, Employees State Insurance Act 1948, Employees Provident Funds and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1965, and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labour.

7 Insurance:

7.1.1 The Agency shall take out a comprehensive insurance policy under the Workmen's Compensation Act 1923, as amended, to cover such workers, who will be engaged to undertake the Services covered under this Agreement. Or

7.1.2 The Agency shall registered under the Employees State Insurance Act 1948, as amended, if applicable, to cover such employees, who will be engaged to undertake the Services covered under this Agreement. Agency shall submit a true certified copy of such insurance policies to BSES Yamuna Power Limited solely for its information, reference and records. The Agency shall ensure that such insurance policies are kept valid at all times.

7.2 Nothing contained in this Agreement, shall establish any relationship of any kind between BSES Yamuna Power Limited on the one hand and the employees, workmen, staff and laborers, of any kind whatsoever of the Agency on the other hand.

8 Documentation:

8.1. The Agency shall submit the following documents to BSES Yamuna Power Limited prior to commencement of the Services:

- i.) Copy of the document showing legal status of Agency along with names and addresses of all Directors.
- ii.) Copy of the document certifying allotment of PF code number by RPFC office.
- iii.) Copy of receipt/ insurance policy obtained to comply with the provision of the Workman compensation Act, 1923. Or
- iv.) Copy of receipt/ insurance policy obtained to comply with the provision of the Employees State Insurance Act 1948.
- v.) Copy of any medical report of manpower supplied by Agency as required by BSES Yamuna Power Limited
- vi.) Copy of certificate issued under Shop & Establishment Act,

- vii.) Copy of certificate issued under Maharashtra Sales Tax Act,
- viii.) Copy of salary slip
- ix.) Canteen Licence

Nothing contained herein shall limit the nature of documents that BSES Yamuna Power Limited may require the Agency to submit to BSES Yamuna Power Limited both, prior to, and after, Effective Date. After verification of the above stated documents, entry permits for the Agency's manpower shall be issued.

9. Safety Code:

The Agency shall ensure adequate safe conditions and ensure safety precautions at the Establishment as required under applicable laws and shall be solely and entirely responsible for the complete safety of its manpower as well as other persons at the Establishment. The Agency shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by, or amongst his manpower and /or others employed in the Establishment by him and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the Establishment. In the event of BSES Yamuna Power Limited requiring the maintenance of a special force, statutory or otherwise, at or in the vicinity of the site during the tenure of the Agreement in consequence of the riotous or unlawful behavior by, or amongst the Agency's manpower, all expenses thereof and costs of all damages due to such riotous or unlawful behavior shall be borne by the Agency and if paid by BSES Yamuna Power Limited shall be recoverable from the Agency from any money due or that may become due to the Agency by BSES Yamuna Power Limited

10. Inspection

BSES Yamuna Power Limited and/or any person designated by BSES Yamuna Power Limited shall at all times have access to any site where Agency is performing any of the Services and such person shall have the right to inspect such performance thereto at such site. BSES Yamuna Power Limited through its authorized representatives of Inspector of the Authority, shall be absolutely entitled to, without any hindrances whatsoever, to search the body and person of any manpower of the Agency and shall also be entitled to seize any item on such manpower's person which, in BSES Yamuna Power Limited's opinion, such manpower was not entitled to carry. In the event that the authorized representative of BSES Yamuna Power Limited finds any such item with such manpower, Agency shall immediately remove such manpower from the rendering of Services to BSES Yamuna Power Limited and BSES Yamuna Power Limited shall be entitled to prohibit the entry of such manpower in its Establishment and Canteen.

11. Period of Mobilization:

Agency shall mobilize its resources to carry out the Services within 2 weeks from the effective Date.

12. Modification of Services

BSES Yamuna Power Limited may at its sole discretion modify all or any portion of the Services by providing notice in writing to Agency of not less than two (2) days specifying the extent to which performance of Services is modified and the date upon which the same will be effective. Upon receipt of any such notice, Agency shall, unless the notice requires otherwise:

- (a) Promptly and to the extent specified in the notice carry on the Services as modified; and

- (b) Place no further orders with respect to modified Services for any materials other than as may be necessarily required for completion of such portion of the work that was commenced prior to receipt of such notice modifying such work.

13. Dispute Resolution Mechanism

- 13.1 Notwithstanding anything contained in this Agreement, all questions, disputes or difference whatsoever, between the parties to the Agreement, arising out of or relating to the construction, meaning and operation or interpretation of provision of the Agreement or matters related thereto whether during the currency of the Agreement, or its failure or after the completion of the Agreement shall be settled by a sole arbitrator to be nominated and appointed by BSES Yamuna Power Limited
- 13.2 It will be no objection to the appointment of an arbitrator that the arbitrator is an employee of the Employer/ BSES Yamuna Power Limited The award of the arbitrator shall be final and binding on the parties to the Agreement.
- 13.3 For all other matters as not specified in clause 14.2 the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and /or any statutory modifications or re-enactment thereof for the time being in force shall apply to such arbitration proceedings.
- 13.4 Notwithstanding the commencement or continuance of the arbitration, the Parties shall continue performance of the Agreement with due diligence. BSES Yamuna Power Limited reserves the right to withhold all payments under this Agreement during the pendency of the dispute.

14.0 Procedure for Running the Canteen:

- 14.1 Breakfast/Lunch/other items ordered by executives will be paid by PAY TM/ Machine by the executive for which bill will be provided by the vendor
- 14.2 Evening snacks served to executives and Payment for which will be made by company on monthly basis as per billing details duly certified by administration department
- 14.3 Guest of the company will be avail the canteen facility when authorized by HOD of respective Deptt. The billing will be done on monthly basis and paid for by the company after due certification by administration deptt.
- 14.4 Tea / coffee coupon issued to executives will be collected and billing done based on coupons collected on monthly basis duly verified by administration deptt.
- 14.5 company organized lunch/functions will be based on firm orders of administration and billing will be done monthly. This will be certify by administration dept. prior to payment
- 14.6 Monitoring of food waste, to be noted and duly signed by officer in charge as per IMS Requirements. The vendor will tie-up with some authorized agency for this purpose.

15. Representations, Warranty and Indemnities

- A. **Representations and Warranty:** The Agency hereby represents and warrants that:
 - (i) It is a legally recognised entity under the laws of India and is registered under the applicable Shops and Commercial Establishment Act and holds a valid certificate;

- (ii) The Agreement contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- (iii) It has studied the feasibility, Establishment conditions and other prevailing conditions and all other operational details and conditions necessary to have been so studied in order to determine whether to accept such responsibilities as set out in this Agreement, and based on these studies carried out, has agreed to provide to the Company the Services as contemplated in this Agreement;
- iv.) It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- v.) It shall procure suitable materials and manpower for the purposes of this Agreement to render Services;
- vi.) The Services shall be conducted in a safe and efficient manner at the Establishment and at all times in compliance with good industry practices and requirements of BSES Yamuna Power Limited and in any event, in accordance with the Schedules to this Agreement;
- vii.) It shall procure all consents, licences, permits, approvals and certificates and authorisations as may be required from any governmental authority for the due and proper performance of Services;
- viii.) It shall duly pay the duties, taxes and levies as are set out in this Agreement, which are to be paid by the Agency;
- ix.) There is no action, suit or proceeding, at law or in equity, or to the best of its knowledge, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement;

B. Indemnity:

The Agency shall keep BSES Yamuna Power Limited indemnified at all times, against all claims, losses, damages or liability that may arise under this Agreement (whether criminal or civil and including legal fees and costs incurred), including

- i.) Resulting from a breach of this Agreement by Agency including any act, neglect or default of its manpower;
- ii.) Resulting from any breaches in respect of any matter arising from the provisions of Services resulting in any successful claim by any third party;
- iii.) Claims for compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being in force to any workman / employees or staff engaged by the Agency in carrying out the Services and

against costs and expenses, if any, incurred by BSES Yamuna Power Limited in connection therewith.

The indemnities provided under this Clause are without prejudice and in addition to **BSES Yamuna Power Limited's** rights to make any recovery whatsoever under this Agreement, with or without invoking the indemnity provisions.

16. Penalty:

Any complaint recorded in the book maintained by the Officer-in- Charge or by mail to the officer In Charge ,shall have to be attended to, and rectified by the Agency immediately. If the Agency fails to attend to the complaint as provided herein, the Agency shall be liable to pay a penalty of Rs. 3000 /- per day, for every day of such non-attendance, at the discretion of the Officer -in-Charge, whose decision shall be final and binding on the Agency. If the food or the canteen found in any unhygienic condition posing danger for the health & life of the employees or and on inspection or reporting by the HOD Administration appropriate penalty will be payable by the Agency.

17. Liquidated Damages

17.1 Agency shall ensure that the Services are carried out in accordance with the terms and conditions of this Agreement. If the Services are not carried out to the satisfaction of BSES Yamuna Power Limited whose decision will be final and binding, the Security Deposit / performance guarantee shall stand forfeited and in addition the Agency shall be liable to pay and / or reimburse to BSES Yamuna Power Limited a sum equal to Rs. 10,000/-.

17.2 The parties agree that the above amount is a reasonable estimate of the additional expenses required to be incurred by BSES Yamuna Power Limited due to the breach by Agency of the terms of this Agreement.

18. Term and Termination

18.1 Term

This Agreement shall be effective for a period of 12 **months** ("**Term**") unless terminated earlier by BSES Yamuna Power Limited in accordance with the provisions below. Thereafter, this Agreement may be renewed for further periods by mutual agreement of the Parties. The rates for the Services under the renewed Agreement shall be the same as set out in Schedule 1, unless otherwise changed by BSES Yamuna Power Limited .

18.2 Termination by BSES Yamuna Power Limited

(a) BSES Yamuna Power Limited shall be entitled to terminate this Agreement without specifying any reason upon giving 7 days prior written notice to Agency. This Agreement shall stand terminated on the expiry of the said period of 7 days relieving both parties of their respective obligations, save such obligations and / or liabilities of the Parties that, by their nature, and survive the termination of this Agreement. No compensation or termination charges or penalties of any nature whatsoever shall be payable by BSES Yamuna Power Limited to Agency for termination of this Agreement.

BSES YAMUNA POWER LIMITED

- (b) BSES Yamuna Power Limited may (without prejudice to any of its other rights or remedies under the Agreement or in law) terminate the whole or any part of Agency's scope of Service, in any one of the following circumstances (defaults):
- (i) If Agency fails or refuses to perform the Services within the time specified in this behalf or in the manner and within the time frames agreed in this behalf or abandons the Services; or
 - (ii) If Agency fails to provide adequate assurance of Agency 's ability to meet the quality standards and play with the health & safety of employees / customers or the time frames provided in Schedule 1; or
 - (iii) The Agency disregards or violates applicable laws or applicable permits; or
 - (iv.) The Agency fails to correct defects and deficiencies in any Services; or
 - (vi) If any of the representations or warranties provided by the Agency are found to be false or incorrect; or
 - (vii) If the Agency breaches any other term of this Agreement.

In the event of the occurrence of any of the above, BSES Yamuna Power Limited may, at its sole discretion, provide Agency with written notice of BSES Yamuna Power Limited 's intention to terminate for default. In the event Agency fail to cure such default within 15 days of such notice, BSES Yamuna Power Limited may, by written notice, forthwith terminate this Agreement.

- (c) BSES Yamuna Power Limited shall have the right to terminate this Agreement forthwith by providing written notice to Agency in the event that Agency (i) files a voluntary petition in bankruptcy or for winding up or has an involuntary petition in bankruptcy or for winding up filed against it, (ii) admits the material allegations of any petition in bankruptcy or winding up filed against it, (iii) is adjudged bankrupt, or (iv) makes a general assignment for the benefit of its creditors, or if a receiver is appointed for all or a substantial portion of its assets.

- (d) Foreclosure Terms:

In the event, the company wishes to foreclose, before the term of this agreement, the agreement may be foreclosed by the company after giving a notice period of 1 month to the contractor. However, the term of notice period shall be 2 months in case of contractor wishes to foreclose before the term of this agreement .

19. Notices

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and in English and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of BSES Yamuna Power Limited :	
	Name: Ms. Nivedita Samal Address: As per Section-I
	Attn: Ms. Nivedita Samal
	Tel: 011 39999907
	Fax:
	Email:nivedita.samal@relianceada.com
In the case of Agency:	
	Address
	Attn:
	Tel:
	Mob:
	Email:

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

20. Miscellaneous

20.1 Assignment

This Contract shall not be assigned either fully or in part by any Party hereto to any third party without the consent, in writing, of the other Party and only upon such terms as are mutually agreed by both the Parties hereto, except that BSES Yamuna Power Limited may, in whole or in part, assign this contract to its Affiliates, without the prior written consent of Agency. In the event this contract is assigned under the terms of this Clause, the assignees of the respective Parties shall be bound by the terms and conditions of this Contract and shall, if deemed necessary by the Parties at the time of such assignment, undertake in writing to be so bound by this Contract.

20.2 Relationship between Parties

Agency is serving as an independent Agency of BSES Yamuna Power Limited This contract creates no partnership, pooling or joint venture relationship between the parties, and no employment relationship

between BSES Yamuna Power Limited and the employees, consultants, workmen or representatives assigned by Agency to perform the Services hereunder.

20.3 **Entire Contract**

This Contract, together with all attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and shall supersede any and all prior oral or written representations, understandings or Contracts relating thereto.

20.4 **Amendment**

No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing signed by duly authorized representatives of both Parties.

20.5 **No Waiver**

The failure of either party, at any time during the Term hereof, to require performance by the other party of any provision of this Contract shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision of this Contract does not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

20.6 **Severability**

If any provision of this Contract is declared or found to be illegal, unenforceable or void, the parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Contract is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

20.7 **Laws**

The Parties hereto shall comply with all applicable central and state laws, rules, court orders, governmental, regulatory or statutory orders, and other regulations as required in connection with the performance of this Contract.

20.8 **Offset**

BSES Yamuna Power Limited may deduct or retain out of any monies, which may be due or become due to Agency hereunder or otherwise, any amounts owed by Agency to BSES Yamuna Power Limited hereunder or otherwise.

20.9 **Governing Law**

This Contract shall be governed and interpreted exclusively in accordance with laws of India.

20.10 **Headings**

The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Clause to which the title refers.

20.11 **Counterparts**

This Contract may be executed by one or more of the Parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20.12 **Energy Efficiency compliance**

- Bidder shall ensure all equipment / appliances & machinery deployed in the canteen / cooking area is energy efficient.
Bidder shall also ensure optimization of the energy resources w.r.t the past consumption pattern in the area like gas cylinder, electricity consumption, water etc.

21. **THIRD PARTY INSURANCE :**

The Agency shall, prior to commencement of the jobs under this Contract, take out a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/Company engaged or not engaged for the work of the Company, by or arising out the execution of the work or temporary work or in carrying out of jobs under this Work Order.

22. **ENVIRONMENTAL, HEALTH and SAFETY PLAN:**

Agency will make ensure that the Environment, Health and Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Company. Agencies must comply with these requirements:

- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work
- (ii) Comply with the procedures provided in the interests of Environment, Health and Safety
- (iii) Ensure that all of their employees designated to work are properly trained and competent
- (iii) Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions
- (iv) Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work
- (v) Provide details of any hazardous substances to be brought onsite
- (vi) Ensure that a responsible person accompanies any of their visitors to site

All agencies' staff is accountable for the following:

- 1. Use the correct tools and equipment for the job and use safety equipment and protective clothing etc. as instructed
- 2. Keep tools in good condition
- 3. Report to the Supervisor any unsafe or unhealthy condition.
- 4. Develop a concern for safety for themselves and for others
- 5. Prohibit horseplay
- 6. Not to operate any item unless they have been specifically trained and are authorized to do so.

23 . ACCEPTANCE:

Vendor confirms to have gone through the Policy of BYPL on legal and ethical code required to be followed by vendors encapsulated in the #Vendor Code of Conduct# displayed on the official website of BYPL (www.bsesdelhi.com) also, which shall be treated as a part of the contract/PO/WO.

Vendor undertakes that he shall adhere to the Vendor code of Conduct and also agrees that any violation of the Vendor Code of Conduct shall be treated as breach of the contract/PO/WO. In event of any such breach, irrespective of whether it causes any loss/damage, Purchaser (BYPL) shall have the right to recover loss/damage from Vendor.

The Contractor/Vendor hereby indemnifies and agrees to keep indemnified the Purchaser (BYPL) against any claim/litigation arising out of any violation of Vendor Code of Conduct by the Contractor/Vendor or its officers, agents & representatives etc.

] Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT in the technical specification and drawings made available to Contractor consisting of general conditions, detailed scope of work, detailed technical specification, detailed equipment drawing and complete scope of work.

Contractor and Company contractual obligation are strictly limited to the terms set out in the CONTRACT. No amendments to the concluded CONTRACT shall be binding unless agreed to in writing for such amendment by both the parties.

24 . HUMAN RESOURCE ISSUES:

i) The Contractor would execute these works through their own resources.

ii) The Contractor shall bear all expenses/cost to be incurred towards salary, allowances, perks, traveling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of their employees/ workmen during the currency of this Agreement. Also, the Contractor shall be sole responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.

iii) The Contractor to deploy their manpower immediately for carrying out the work as specified above.

iv) The Contractor should ensure that there are no disputes regarding service, payment etc of the persons engaged by him, anytime during the currency of the contract. At no point of time during the currency of contract, the Contractor's employees shall insist upon the Company for employment, wages, and allowances or any other related matter, payment etc.

v) The Contractor shall not deploy the manpower below the age of 18 years.

vi) The Manpower deployed by the contractor will be considered adequately qualified for the job.

vii) The Contractor will arrange Training to the deployed staff, as and when it is desired by the Management. A Periodical Training Program must be prepared by the Contractor, for the newly recruited employees before engaging them for the execution of work.

viii) The Contractor shall be directly responsible for any / all disputes arising between him and his persons and keep the Company indemnified against all losses, damages and claims arising thereof. The Contractor shall resolve any dispute of their manpower. All the legal dues of their manpower is to be paid on due date or within 8 days on the termination of manpower.

ix) All safety wears required for the Contractor's manpower during the execution of work must be provided by the Contractor at his own cost and he shall ensure that his employees regularly use such safety gears.

x) The Contractor shall be responsible for discipline of his manpower and shall adhere to the disciplinary procedure set by the Company. The Company shall be at liberty to object to the presence of any representative or employees of the Contractor, if in the opinion of the Company such manpower has done any act of misconduct or negligence or otherwise undesirable, then the Contractor shall remove such a person objected to and provide a competent replacement immediately.

xi) The Contractor shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following
has paid minimum wages to his manpower as per the rate notified from time to time by the Government of National Capital Territory of Delhi.
deduct and deposited ESI and PF contribution. Copies of the same shall be submitted.

xii) The Contractor shall submit a list of persons engaged by him for these work mentioning their qualifications, experience and residential address. In case of any revision, the same shall be informed to the COMPANY immediately in writing.

xiii) The Company reserves the right to demand the Contractor's services on holidays as well as beyond the normal working hours.

xiii) The Contractor will ensure that none of their person is engaged in any unlawful activities subversive of the Company's interest failing which suitable action may be taken against the Contractor as per the terms and condition of this order.

xiv) The Contractor shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.

xv) The Contractor's employees shall not be treated as Company's employees / persons for any purpose whatsoever & facilities/ benefits applicable to the Company's employees shall not be applicable to Contractor's employees. If due to any reasons whatsoever the Company is made liable to meet any obligation under any of the laws & enactment etc, for any reason whatsoever the same shall be recovered from the Contractor or from any of the bills payable to him or failing which it shall be recovered as per law.

xvi) The Contractor shall be responsible and shall comply with the provision of all the STATUTORY ACTS APPLICABLE. Special attention of the CONTRACTOR is drawn towards the compliance of provision of the following statutes: (along with the latest amendments/additions):

- a) The Child Labour (Prohibition and Regulation) Act, 1986.
- b) The Contract Labour (Regulation and Abolition) Act, 1970.
- c) The Employee's Pension Scheme, 1995.

- d) The Employee's Provident Funds and miscellaneous provisions Act, 1952.
- e) The Employees State Insurance Act, 1948.
- f) The Equal Remuneration Act 1976.
- g) The Industrial Disputes Act, 1947.
- h) The Maternity Benefit Act 1961.
- i) The Minimum Wages Act, 1948.
- j) The Payment of Bonus Act, 1965.
- k) The Payment of Gratuity Act, 1972.
- l) The payment of Wages Act, 1936.
- m) The Delhi Shops & Establishment Act, 1954.
- n) The Workmen's Compensation Act. 1923.
- o) The Employer's Liability Act, 1938.
- p) Public Liability Insurance Act 1991.
- q) Fatal Accident Act, 1855
- r) The Personal Injuries (Compensation Insurance) Act 1963.
- q) Weekly Holidays Act 1942

xvii) The Contractor shall obtain all registration/permissions licenses etc., which are/may be required under any labor or other legislations for providing the services under this Agreement.

xviii) Contractor shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to company before claiming any payments for reference and records and these insurance policies shall be kept valid at all times.

xix) Along with monthly bills contractor shall submit proper challans for deposit of PF, ESI, EDLI, tax etc and a declaration stating therein that all the staff deployed under this job contract have been paid wages timely and not less than minimum wages applicable and also deposited/paid the amount/ liabilities towards PF, ESI, bonus, Gratuity, EDLI, taxes etc with the appropriate/ concerned government authority by contractor and every statutory liabilities have been complied with. In case of any non-compliance discovered later on the same shall be borne by the contractor as company has discharge its liability/ responsibility fully.

xx) Contractor will pay the salaries of their staff engaged for the performance of this contract; only through ECS or A/C Payee Cheque.

Employee not eligible under ESI scheme shall be covered under suitable mediclaim policy with family floater.

25. Deployment of Resources:

1. The contractor shall deploy adequate resources for the smooth execution of work assigned to him. The minimum resources shall be agreed upon in the beginning of this contract and the contractor shall provide complete details including name, address, and AadharCard number of manpower deployed.

2. The contractor shall deploy qualified & experienced resources comprising engineers, supervisors, diploma holders, skilled, semi-skilled & unskilled staff in accordance with the requirements of electricity rules, safety laws and other applicable regulatory laws. The contractor

shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the COMPANY/Officer In-Charge finds the resources not suitable or not up to the mark, the CONTRACTOR shall deploy the alternate resources immediately.

3. Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Delhi Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Contractors shall be responsible for maintaining Personal Identification Data of all staff deployed by him at our premises in electronic or any other form as prescribed by the company. In addition to this, the Contractor shall also submit a record of his deployment in various locations to BSES on a daily basis to the Officer In-charge.

4. The manpower deployed by the contractor shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the contractor is found involved in any malpractice, the contractor shall indemnify the company for the loss incurred by the company on account of such malpractice/misconduct.

5. In case the contractor or the manpower deployed by him unable to execute the work assigned to it as per satisfaction of the company or the workmen of the CONTRACTOR refuses to work, going on strike or for any other reason likely to lead to loss of productivity, the company shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable to contractor.

26. SECURITY CLAUSE:

26.1 The technical information, data and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the Company's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.

26.2 These technical information, drawing and other related documents shall be returned to the Company with all approved copies and duplicates including data/drawing/plans as are prepared by the Service Provider during the executions of this order, if any, immediately after they have been used for agreed purpose.

26.3 In the event of any breach of this provision, the Service Provider shall indemnify the Company against any loss, cost or damage or claim by any party in respect of such breach.

26.4 The Service Provider shall not use the name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Service Provider and/or his employees.

26.5. The Service Provider hereby covenant that the Service Provider shall be responsible for theft if any committed by his staff and the Service Provider shall indemnify from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Company by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and

expenses and all other liabilities of whatsoever nature which the Company may be liable to pay, incur or sustain by virtue of or as a result of the performance or non performance or observance or non observance by the Service Provider of any of the terms and conditions of this Agreement. The Company shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this Agreement as it may consider necessary or desirable and shall be entitled to recover from the Service Provider all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Service Provider but shall be final and binding on the Service Provider.

27. STATUTORY OBLIGATIONS:

27.1 The Service Provider shall take all steps, necessary or otherwise, to comply with the various applicable laws/rules/regulations/ notifications, including, but not limited to, the provisions of Contract Labour (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1948, Workman Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments, Ministry of Labor. Service Provider has to comply with all latest amendments/revisions made during the period of the Agreement in any of above laws/rules/regulations/notifications as stated above.

27.2 The Service Provider shall, prior to commencement of the jobs under this Agreement, furnish to the Company the permanent Provident Fund Code numbers and ESI of its employees.

27.3 Service Provider shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workman's Compensation Act, ESI Act, Factories Act, 1948, the Contract Labor (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Service Provider shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, Leave etc. applicable as per the various statutory laws/regulations and shall keep the Company indemnified in this regard against any claim. The Company shall entitled to deduct from any money due to or to become due to Service Provider any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Service Provider shall abide by the decision of the Company to the sum payable by Service Provider under the provisions of this clause.

28 STATUTORY REQUIREMENTS:

The Contractor should obtain and must submit the following to Company before commencement of Contract and these shall renewed from time to time as and when required:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) GST registration number
- e) PAN No.

The Contractor must follow:

- a) To follow Minimum Wages Act prevailing in the state.
- b) The Salary/wages to all deployed manpower is to be distributed through ECS only into the bank accounts of all individuals and not later than 7th of succeeding month. In case of

unavoidable circumstances the payment may be made through crossed cheques in the name of the individual and information of all such cases need to be submitted to HR(CMC).

c) To maintain Wage-cum -Attendance Register.

d) The manpower which is not covered under ESI should be covered by a suitable mediclaim policy including family floater of Minimum Value of Rs 2.00 lacs.

e) To maintain First Aid Box at Site. e) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.

29. INSURANCE POLICY FOR LIFE COVER:

Contractor must take a Life Insurance Policy for staff deployed in BYPL for this work to insure against any loss of life which may occur during the contract period for the work of the BYPL. The Policy shall have coverage of Rs. 7 Lacs (Death+ Permanent Total Disability + Partial Permanent Disability due to external accidents).

30 . WORKMEN COMPENSATION:

The Contactor shall take insurance policy under the Workman Compensation Act to cover such workers who are not covered under ESI and PF by the VENDER however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Company for reference and records. This insurance policy shall be kept valid at all times. In case there are no worker involve other than those who are covered under ESI and PF by the VENDER, the VENDER shall certify for the same.

The VENDER shall keep the COMPANY indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the VENDER in carrying out the job involved and against costs and expenses, if any, incurred by the COMPANY in connection therewith and without prejudice to make any recovery.

The COMPANY shall be entitled to deduct from any money due to or to become due to the VENDER, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the VENDER shall abide by the decision of the COMPANY as to the sum payable by the VENDER under the provisions of this clause.

31. THIRD PARTY INSURANCE:

- The Agency shall, prior to commencement of the jobs under this Contract, take out a comprehensive insurance policy against any damage or loss or injury which may occur to any property or to any person or any employee or representative of any outside Agency/Company engaged or not engaged for the work of the Company, by or arising out the execution of the work or temporary work or in carrying out of jobs under this Work Order.

Section- I

**Locations of the Canteen and strength of the Employees
alongwith services details required**

Sr. No.	Location	No. of employees	Approximate number of employees having lunch at the canteen each day
1	Shakti Kiran Building Karkardooma	400	100 -150 nos
			Tea Coffee consumption 18000 cups per month

Service details at canteen

- a. Tea / Coffee for employees (2 times a day)
- b. Tea / coffee, snacks to guest on request
- c. Breakfast, lunch, snacks as per schedule

Section II

SCOPE OF WORK

Canteen Services

Agency shall provide the following Services, at the locations as per section -I, as per the requirement of BSES Yamuna Power Limited

1. **General food specification (the specific food items and the times and the quantities in, which they shall be served are set out in Section III):**
 - i.) **“Meals” at the designated times:** shall consist of
 - a. Breakfast;
 - b. Lunch; and
 - c. Snacks.
 - ii.) **“Additional Food Items” at all times during the weekdays,**
In addition to the above, the Agency shall provide:
 - a. Certain specified food items at all times. The specifications of such food items are set out in Section-III. Such food items shall be made available at the direction of BSES Yamuna Power Limited and provided to guests of BSES Yamuna Power Limited and outside customers. These food items shall conform to the best industry practices with respect to quality of raw materials used, preparation and serving; and
 - b. Fresh fruits, at all times, Sundays and holidays included
 - iii.) **“All Time Stock” at all times including fast food and cold drinks as set out in Section - III.**
2. Agency shall deploy its manpower to perform Services at different levels.
The Agency understands and accepts that certain functions of its manpower may differ in scope while providing Services in the Canteen and while serving BSES Yamuna Power Limited officers at their offices. On the other hand certain functions and requirements shall be constant across the board. The common functions and requirements are set out in paragraph 3 (i.) below. The functions and requirements specific to provisions of Services in the Canteen and provision of Services while serving BSES Yamuna Power Limited officers at their offices are set out in paragraph 3(ii.) and (iii.) respectively below.
3. **(i.) Common functions and requirements of Agency manpower**
 - a. Well groomed with short, trimmed hair, nails, beard and mustache, if any, and shall be well shaved at all times.
 - b. Black leather shoes and black socks. Shoes shall always be in good condition and shall be polished at all times.
 - c. **Behavioural Science:** Contractor’s manpower shall be polite, sweet, well behaved, and moral and adhere to good industry practice. Other than this, they shall always,
 - i. Be well conversant in English / Hinglish language.
 - ii. Greet officers with “good-morning”, “good afternoon” and “good evening”, according to the time of the day at the start of serving.

iii. Greet officers with “thank you” and “have a good day” at all times after finishing serving.

ii.) Specific functions and requirements of Agency manpower specific to provisions of Services in the Canteen

a. Dress Code

- Single colour full sleeve shirt and black trousers. All the buttons of uniform shall be at its place.
- Uniform shall be complimented with black leather shoes and black socks. Shoes shall always be in good condition and shall be polished at all times.
- Head should always be covered with dark colour cap.
- Chef(s)/ cooks shall, at all times while providing the Services, wear clean transparent plastic gloves and caps. The caps shall fully cover their hair. The Manpower that serves Meals shall, at all times while providing Services, wear clean transparent plastic gloves.

b. Kitchens and Cafeteria

I. On a daily basis:

- i. Keep canteen and cafeteria neat, clean and hygienic.
- ii. Keep all electrical goods like, bulbs, tubes and others in good working condition.
- iii. Keep a self-sufficient first-aid kit ready at both, canteen and cafeteria.
- iv. Put a fully functional and latest Pesto meter (a device to keep flies and mosquitoes away at both, canteen and cafeteria.)
- v. Keep adequate dry towels/napkins and shall change the towels once every 30 minutes while performing the Services.
- vi. All furniture and fixtures shall be kept in good working condition. Breakages or cracks shall attract penalty as per Agreement.
- vii. Dishes and utensils used for serving and preparation shall be kept in good condition. Breakages or cracks shall attract penalty as per Agreement.
- viii. Play pleasant soft music at all times while performing Services.
- ix. Well-refrigerated place for officers.
- x. Dusting and wipe cleaning the furniture -tables, chairs, side racks, cup boards, furniture and fixtures, wood panelling etc
- xi. Clean the floor with phenyl / Lizol, at least twice in a day.
- xii. Spray air-freshener once prior to every period in which Meals are provided.
- xiii. Clean carpet of the Cafeteria of managerial level personnel.
- xiv. Change table linens at least twice in a day.
- xv. Surface cleaning of all electrical equipment (lights, fans, AC grills, etc), computers, keyboard drawers printers, fax machines, copiers, - using the right chemicals etc.
- xvi. Clean the glass surfaces – external and windows – on the inside and glass panes – inside and outside
- xvii. Clean / Polishing of the telephone instruments and also applying perfume / cologne on the instruments & Remove / sponging of stains from walls, ceilings and floors.
- xviii. Surface cleaning of the vending machines and keeping the area dry
- xix. Cleaning of Venetian blinds, vertical blinds wherever applicable
- xx. Checking for leaks, chokes and other plumbing defects
- xxi. Filling of drinking water in all jugs, flasks and bottles and placing at the workplace / eating tables

- xxii. Removal of moss, fungus etc on the building and premises, as and when noticed / instructed
- xxiii. Dusting and wipe cleaning the furniture -tables, chairs, side racks, cup boards, furniture and fixtures, wood paneling etc

II. Monthly:

- i. Disinfect/pest control both, canteen and cafeteria.

Section – III
Price Schedule

S.No	Items	Uom	Rate	GST %	<u>GST Rate</u>	Landed Cost
1	Dal Rice	EA				
2	Normal Lunch Two(02) Roti Rice(120 grams) One Dal (100 grams wt. when cooked) Dry Vegetable (50 grams wt. when cooked) Raita Salad	EA				
3	Special Lunch Two (02) Chapati Dry Vegetable (50 grams wt. when cooked) Wet Vegetables (50 grams wt. when cooked with Paneer) One Dal (100 grams wt. when cooked) One Curd (40 grams)/Raita One Rice (120 grams wt. when cooked) Pickle or Chatni Papad (Medium Size) Salad Sweet (Kheer,/ Gulab Jamun/Rasgulla/Sahi Tukda/Banana Custard, Rasmalai, Boondi laddoo,sawinyaan)	EA				
4	Masala Dosa	EA				
5	Plain Dosa	EA				
6	Paneer Dosa	EA				
7	Rawa Dosa	EA				
8	Onion/ Tomato Uttapam	EA				
9	Sambhar Vada	EA				
10	Idli Sambhar	EA				
11	Fried Idli	EA				
12	Dal Vada	EA				

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13	Sabji	EA				
14	Special Sabji	EA				
15	Roti	EA				
16	Parantha Plain	EA				
17	stuffed Paratha	EA				
18	Dahi 80grm	EA				
19	Samosa	EA				
20	Mini Samosa (02 no) with mutter stuffing for Special Occasion	Per plate				
21	Bread Pakora	EA				
22	Aloo Bonda	EA				
23	Bread Roll	EA				
24	Veg Sandwich	EA				
25	Grill Sandwich	EA				
26	Butter Toast	EA				
27	Bread Omlet	EA				
28	Bread Tikki	EA				
29	Veg Noodles	EA				

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30	Spring Roll	EA				
32	Maggi Plain	EA				
33	Maggi Veg	EA				
34	Chhole Bhature	EA				
35	Aloo Puri	EA				
36	Poha	EA				
37	Pasta	EA				
38	Kachori only for special occasion	EA				
39	Pastry for special occasion	EA				
40	Dhokala for special occasion	Per Pice				
41	chips	EA				
42	Goodday	EA				
43	Nutrigoice	EA				
44	Fifty- Fifty (50-50)	EA				
45	Cookies(frontier, or equivalent) for special occasion	EA				
46	Coffee	EA				
47	Cold Coffee	EA				
48	Lassi	EA				

49	Special Tea	EA				
50	Real Juice	EA				
51	Coke	EA				
52	Amul Chhach	EA				
53	Packing Charges	EA				
54	Maintenance Charges of Canteen	MON				
55	4 no safaiwala for cleanliness of Canteen	MON				
56	Box packing Charges (Muffins/ Kachori/ chips/ Cookies/Real juice)	EA				
57	Buffet Charges(min.30person) Rice, Dal, Veg- 2no(Dry 1 and gravy -1no), Paneer Prep- 1 No, Papad, Assorted Bread, Pickle, Desert- 2 No, juice, Salad- 2 no(Fruit-1 no)	EA				
58	Buffet Service Charges	EA				
59	Reimbursement for official parties	EA				

A. PRICE Section

Note :

1. Rate should be quote for - Food to be prepared **IN HOUSE** including evening snacks
2. Any type of transportation will be borne by the service provider.
3. Manpower cost of running the canteen, Cost of Gas (PNG) ,cleaning of utensils & canteen to be borne by the vendor.
4. Electricity facility will be provided free of cost.

SECTION - IV

BID FORM

To

Head of Department
Contracts & Material Dept.
BSES YAMUNA Power Limited
3rd Floor, 'A' Block
Shakti Kiran Building, Karkardooma
Delhi-110032

Sir,

1 We understand that BYPL is desirous of services of in its licensed distribution network area in Delhi

2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to services in full conformity with the Terms and Conditions and technical specifications for or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

3 If our Bid is accepted, we undertake to deliver the entire services as per requirement schedule mentioned in Section IV from the date of award of rate contract/letter of intent.

4 We agree to abide by this Bid for a period of days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5 We declare that we have studied the provision of Indian Laws for services and the prices have been quoted accordingly.

6 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7 We understand that you are not bound to accept the lowest, or any bid you may receive.

8 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 2018

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of

(IN BLOCK CAPITALS).....

SECTION - V
FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.50/-purchased in the name of the bank)

Whereas [name of the Bidder] (herein after called the "Bidder") has submitted its bid dated [date of submission of bid] for the Services of [name and/or description of the goods] (here after called the "Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank](herein after called the "Bank"),are bound unto BSES YAMUNA Power Ltd., with its Corporate Office at Shakti Kiran Building, Karkardooma, Delhi-110032,(herein after called —the "Purchaser")in the sum of (Rupees

..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 2018

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) Fails or refuses to furnish the performance security, In accordance with the

Instructions to Bidders/ Terms and Conditions;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s).

This guarantee will remain in force up to and including Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION - VI

CHECK LIST

S. No.	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS (ON LETTER HEAD)	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	EMD IN PRESCRIBED FORMAT	YES/NO
7	DEMAND DRAFT OF ₹ 1180/- DRAWN IN FAVOUR OF	BSES YAMUNA POWER LTD
8	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO